

An Act

ENROLLED HOUSE
BILL NO. 2399

By: Mize and Bennett of the
House

and

Pugh of the Senate

An Act relating to landlord rights; providing for rights of certain real property owners with respect to assets acquired or improved in connection with federal or state income tax credits; authorizing landlord to enter into lease transaction; authorizing landlord to decline lease transaction based on conviction of certain felony offenses; providing for effect of statutory provisions on administrative rules; providing for applicability of provisions to lease transactions; providing for codification; and declaring an emergency.

SUBJECT: Landlord rights

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 201 of Title 41, unless there is created a duplication in numbering, reads as follows:

A. The owner of any real property, including any improvements consisting of dwelling units, acquired or improved in connection with an allocation of income tax credits pursuant to the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, or in connection with an allocation of income tax credits pursuant to the provisions of Section 2357.403 of Title 68 of the Oklahoma Statutes shall have the right to impose conditions in any lease agreement for the occupancy of any dwelling located on real property as described by this section which allow the owner to accept or decline to enter into the lease agreement, or to terminate a previously executed lease agreement based upon the discovery of

incomplete or false information, with respect to the prior felony conviction of any person identified as a tenant pursuant to the terms of the lease agreement, including occupants of the dwelling whether or not those occupants formally execute a lease agreement.

B. The owner of real property as described in subsection A of this section may either accept or decline to enter into a lease agreement or to terminate a previously executed lease agreement based upon felony convictions, whether pursuant to federal law or the laws of any state or other governmental jurisdiction, for the following types of offenses:

1. Possession of any drug or chemical;
2. Possession of any drug or chemical with intent to manufacture or distribute;
3. Sex offenses, including but not limited to any form of sexual assault, rape, indecent exposure, or other sexually related offense if such offense was a felony;
4. Assault or battery or both if the offense was a felony;
5. Any felony involving violence against another person; and
6. Such other felony offenses as the owner of the real property as described in subsection A of this section includes in the terms of the lease agreement.

C. The provisions of this section shall supersede the administrative rule of any state agency, board, commission, department, statewide beneficiary public trust or other entity of state government to the extent of any conflict.

D. The provisions of this section shall be applicable with respect to lease transactions occurring on or after the effective date of this act without regard to the construction date of the improvements to real property as described by subsection A of this section.

SECTION 2. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

Passed the House of Representatives the 13th day of March, 2019.

Presiding Officer of the House
of Representatives

Passed the Senate the 23rd day of April, 2019.

Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____

Approved by the Governor of the State of Oklahoma this _____

day of _____, 20_____, at _____ o'clock _____ M.

Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____